

**Request For Proposals  
for  
CHILDREN'S RESIDENTIAL (RCL 12)  
AND SUPPLEMENTAL  
MENTAL HEALTH SERVICES**

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**RFP HSS 04-01**

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ATTACHMENTS

- Attachment A - Map of Behavioral Health Clinics in San Bernardino County
- Attachment B - Outpatient Pre-Authorization Matrix
- Attachment C - San Bernardino County Mental Health Plan (MHP) Grievance Procedure
- Attachment D - Business Associate Agreement
- Attachment E1 - Budget Detail for Staff and Benefits for FY 04/05
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## **I. INTRODUCTION**

### **A. Purpose**

The County of San Bernardino Human Services System (HSS), Department of Behavioral Health (DBH), hereafter referred to as the "County", is seeking proposals from interested and qualified organizations and agencies to provide mental health Early and Periodic Screening, Diagnosis and Treatment (EPSDT) services for children who are San Bernardino County Medi-Cal beneficiaries placed in RCL 12 residential care settings.

Specific services to be provided under this Request for Proposals (RFP) are outlined under Section IV, Program Requirements. Proposals are to be submitted for 3 separate years; however, the initial Contract period will be July 1, 2004 through June 30, 2005. The County may, but is not obligated to, extend awarded contract(s) for up to four additional one-year periods contingent on the availability of funds and Vendor performance. The number of awards will be determined by the number and quality of the proposals received.

### **B. Minimum Proposer Requirements**

Proposers must:

1. be a nonprofit or profit corporation, or other legally constituted business entity.
2. have no record of unsatisfactory performance. Proposers who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
3. have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. be Medi-Cal certified or eligible to become Medi-Cal certified.
6. meet other presentation and participation requirements listed in this RFP.

### **C. Proposal Conference**

A proposal conference will be held at **2:30 p.m. on Thursday, March 25, 2004** at:

The County of San Bernardino  
Human Services System Administrative Services Division  
150 S. Lena Road, Conference Room A  
San Bernardino, CA 92415

**Attendance at the conference is not mandatory; however, Proposers are strongly encouraged to attend.**

**D. Correspondence**

All correspondence, including proposals, is to be submitted to:

County of San Bernardino  
Human Services System  
ATTN: HSS Contracts Unit (RFP HSS 04-01)  
150 South Lena Road  
San Bernardino, CA 92415-0515

Panda Harris, Contract Analyst

Phone: (909) 388-0320

E-mail: pharris@hss.sbcounty.gov

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP response arrives in a timely manner.

**E. Proposal Submission Deadline**

**All proposals must be received at the address listed in Paragraph D of this Section no later than 4:00 p.m. on April 22, 2004.** Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

**II. PROCUREMENT TIMELINE**

RFP Release Date	March 9, 2004
Proposal Conference	March 25, 2004
Deadline for submission of questions	April 8, 2004
Deadline for submission of proposals	April 22, 2004
Tentative date for mailing award/denial Letters	May 11, 2004
Tentative Deadline for protests	May 18, 2004
Tentative date for awarding of Contract(s)	June 22, 2004
Tentative Start Date for Contract(s)	July 1, 2004

The above dates are subject to change as deemed necessary by the County of San Bernardino.

### III. PROPOSAL CONDITIONS

#### A. Contingencies

Funding for this program is contingent on County Realignment funding. This RFP does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

#### B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

#### C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this proposal. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

#### D. Public Inspection

Proposals will be maintained as confidential until issuance of contracts to selected Vendors. At that time proposals submitted in response to this RFP become the property of the County of San Bernardino and are subject to the provisions of the California Public Records Act. This Act is designed to give reasonable public access to information in the possession of public agencies.

#### E. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting Contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process, or in the event a Contract has been awarded, the Contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### F. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

G. Negotiations

The County may require the potential Vendor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

H. Independent Contractor

Any Proposer that is awarded a contract will be considered an independent Contractor, wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

I. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of client referrals can be guaranteed by the County.

J. Termination of Awarded Contract

The Contract between the County and selected Vendor(s) will contain specific language which addresses the option of both the Vendor(s) or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

#### IV. PROGRAM REQUIREMENTS

A. Definitions

1. Department of Behavioral Health - The Department of Behavioral Health (DBH), under state law, provides mental health and alcohol and drug treatment and prevention services to county residents. In order to maintain a continuum of care, DBH operates, or contracts for the provision of, 24-hour care, day treatment, outpatient services, case management, and crisis and referral services. Community services are provided in all major county metropolitan areas and are readily accessible to most county residents.
2. Human Services System (HSS) - The entity that oversees, coordinates and integrates services for the County's ten human services departments.
3. Request for Proposals (RFP) - The document used to solicit a solution or solutions from potential Vendors to a specific problem or need. Although price is important, effectiveness of the proposal and the background and experience of the Proposer are evaluated in addition to the proposed price.

B. Reference Documents

The Human Services System has copies of the following materials available for review:

1. Welfare and Institutions Code Section 5328
2. Title 9, Division 4, California Code of Regulations Sections 9000 et seq

3. Applicable provisions of Title 22, Divisions 5 and 6, California Code of Regulations
4. 42 Code of Federal Regulations, part 2
5. Health and Safety Code Section 11812
6. Health and Safety Code Section 11878
7. Health and Safety Code Section 11977
8. Welfare and Institutions Code Section 14100.2
9. Title 22, California Code of Regulations Section 51009
10. Section 306 of the Clean Air Act (42 USC 1857 h)
11. Americans with Disabilities Act
12. Executive Orders 11246, as amended by Executive Order 11375, 11625, 11738, 12138, 12432, 12250
13. Title VII of the Civil Rights Act of 1964
14. Office of Management and Budget Circulars

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services System Contracts Unit office.

C. Background

The DBH and its behavioral health services contractors provide mental health treatment services throughout San Bernardino County. A map with locations of County clinics is attached for your information (Attachment A).

The EPSDT program is a federally mandated program requiring States to provide screening, diagnostic and treatment services to eligible Medi-Cal recipients under the age of twenty-one. The intent of the program is to extend Medi-Cal coverage to children and youth to "ascertain physical and mental defects" and "to provide treatment to correct or ameliorate defects and chronic conditions found."

As has been the case historically, some children within San Bernardino County will need out-of-home residential placement in a supervised environment such as an RCL 12 group home setting. While somewhat restrictive, the RCL 12 settings are less restrictive than RCL-14 settings and locked acute facilities. The other more restrictive settings could include local in-patient hospital facilities or State hospital placement.

DBH has identified a need for ways to improve mental health services delivery to children in San Bernardino County RCL 12 placements.

D. Program Description

In addition to meeting all the Residential Program Component requirements as mandated by the appropriate governmental agencies for an RCL 12 group home, the selected Vendor(s) will make available a supplemental Mental Health Services Program Component via the Enriched RCL 12 Group Home Model including the provision of EPSDT services.



The selected Vendor(s) will provide a highly supervised residential therapeutic program for up to 18 children, 6-17 years of age.

The target population is Medi-Cal eligible children and youth between the ages of 6 and 17 in a RCL 12 residential placement, identified and approved by the Interagency Placement Council as children who are having behavioral health problems. These problems are caused by or due to a mental health disorder and may interfere with their academic performance or functioning in their family, school or community settings. These problems put them at risk of being identified as a special education student (e.g., Severely Emotionally Disturbed (SED), requiring home instruction or community school, etc.) or put them at risk for a higher level of mental health care and out-of-home placement.

Children referred are expected to have behaviors such as being extremely resistant to authority and refusing to follow rules. In some cases, children referred may engage in such behaviors as destroying property, being physically assaultive, being involved in gangs, setting fires, acting out sexually, being suicidal, self-harming, using drugs or alcohol, being verbally assaultive, being psychotic, may have borderline or below borderline intelligence, and may be delayed in school. Children in this program will have to be ambulatory.

A priority population will be dually diagnosed adolescents with mental health disorders and substance abuse problems.

Specific services to be provided include:

1. Enriched RCL 12 Group Home Services Model

The Enriched RCL 12 Group Home Services Model will involve a Medi-Cal Certified Out-Patient Mental Health Services Program Component to make available and provide an appropriate range of mental health services to the 18 children in placement at the selected Vendor(s) facilities.

The selected Vendor(s) will be responsible for maintaining all appropriate standards of California State Medi-Cal requirements, including all documentation and record keeping. The Medi-Cal Out-Patient Mental Health Services Program Component will be certified, audited, and monitored by DBH on a schedule to be determined by the Director of DBH.

2. Residential Program Component

The RCL 12 (Residential Program Component) will be expected to be maintained, at a minimum, within the standardized classification point level requirements for an RCL 12 as described by the California State Department of Social Services Foster Care Program Bureau. Also, the selected Vendor(s) will be expected to fulfill all Community Care Licensing Division regulations and requirements in regards to the operation of the RCL 12 group home. The monitoring of the Residential Program Component will not be conducted by DBH as a matter of routine.

Both the Residential Program Component and the Mental Health Services Program Component will be expected to provide an appropriate therapeutic milieu where children can diminish or eliminate emotional and behavioral problems and learn living skills to prevent transfer to higher RCL categories of care or long-term

hospitalization, and allow the children to return home or to a less restrictive community setting, preferably within twelve months of admission to the program.

### 3. Mental Health Services Component

Services shall be provided in accordance with Attachment B, Outpatient Pre-Authorization Matrix.

Wellness and Discovery is an approach to helping the individual to live a healthy, satisfying and hopeful life despite limitations and/or continuing effects caused by his or her mental illness. Rehabilitation is a strength-based approach to skills development that focuses on maximizing an individual's functioning. Services will support the individual in accomplishing his/her desired results.

It is believed that all clients can recover, even if that recovery is not complete. The Recovery, Wellness and Discovery approach involves collaborating with the client to facilitate hope and empowerment with the goals of counteracting internal and external stigma, improving self-esteem, encouraging client self-management or his/her life, including making his/her own choices and decisions, re-integrating the client back into his/her community as a contributing member, and achieving a satisfying and fulfilling life.

As appropriate, the following Rehabilitative Mental Health Services Activities may be provided.

- a. **Assessment** is a clinical analysis of the history and current status of the individual's mental, emotional, or behavioral disorder. Relevant cultural issues and history should be included where appropriate. Assessment may include diagnosis and the use of testing procedures.
- b. **Evaluation** is an appraisal of the individual's community functioning in several areas including living situation, daily activities, social support systems and health status. Cultural issues should be addressed where appropriate.
- c. **Collateral** is contact with one or more significant support persons in the life of the individual which may include consultation and training to assist in better utilization of services and understanding of mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the individual's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the individual is considered collateral.
- d. **Therapy** is a service activity that may be delivered to an individual or group of individuals, and may include family therapy (when the individual is present). Therapeutic interventions are consistent with the individual's goals/desired results and may focus on symptom reduction as a means to improved functional impairments.
- e. **Rehabilitation** is a service activity that may include any or all of the following:

- Assistance in restoring or maintaining an individual's or group of individual's functional skills, daily living skills, social skills, grooming, personal hygiene skills, meal preparation skills, medication compliance, and support resources.
  - Counseling of the individual and/or family.
  - Training in leisure activities needed to achieve the individual's goals/desired results/personal milestones.
  - Medication education.
- f. **Plan Development** may include any or all of the following:
- Development and approval of treatment or service plans.
  - Verification of service necessity.
  - Monitoring of the individual's progress.
- g. **Medication Support Services** include staff persons practicing within the scope of their professions by prescribing, administering, dispensing and/or monitoring of psychiatric medications or biologicals necessary to alleviate the symptoms of mental illness. This service includes:
- Evaluation of the need for medication.
  - Evaluation of clinical effectiveness and side effects of medication.
  - Obtaining informed consent.
  - Medication education (including discussing risks, benefits and alternatives with the individual or significant support persons).
  - Plan development related to the delivery of this service.
- h. **Crisis Intervention** is a quick emergency response service enabling the individual to cope with a crisis, while maintaining his/her status as a functioning community member to the greatest extent possible. A crisis is an unplanned event that results in the individual's need for immediate service intervention. Crisis intervention services are limited to stabilization of the presenting emergency. This service does not include Crisis Stabilization, which is provided in a 24-hour health care facility or hospital outpatient program. Service activities include but are not limited to Assessment, Evaluation, Collateral and Therapy (all billed as crisis intervention).
- i. **Case Management/Brokerage** services are activities provided by program staff to access medical, educational, social, prevocational, rehabilitative, or other needed community services for eligible individuals.
- j. **Linkage and Consultation**: The identification and pursuit of resources necessary and appropriate to implement the service plan, treatment plan or coordination plan, which include, but are not limited to the following.
- Interagency and intra-agency consultation, communication, coordination and referral.

- Monitoring service delivery and service plan, treatment plan or coordination plan implementation to ensure an individual's access to service and the service delivery system.

Program staffing should be multi-disciplinary and reflect the cultural, linguistic, ethnic, age, gender, sexual orientation and other social characteristics of the community in which the program serves. Families, caregivers, human service agency personnel and other significant support persons should be encouraged to participate in the planning and implementation process in responding to the individual's needs and desires, and in facilitating the individual's choices and responsibilities. The Program may be designed to use both licensed and non-licensed personnel who are experienced in providing mental health services.

E. Program Considerations

1. The selected Vendor(s) shall maintain facilities and equipment and operate continuously with at least the number and classification of staff required for the provision of services.
2. Vendor(s) must have a location that is accessible by public transportation and approved by DBH.
3. Vendor(s) must be certified to seek Medi-Cal and other third party reimbursement.
4. Vendor(s) will be required to comply with all State regulations regarding State Performance Outcomes measurement requirements, and participate in the outcomes measurement process as required by the State and/or the DBH.
5. The DBH Research and Evaluation Section (R&E) will collect important outcome information from targeted consumer groups and Vendor(s) throughout the term of any contract awarded. R&E will notify the Vendor(s) when its participation is required. The performance outcome measurement process will not be limited to survey instruments but will also include, as appropriate, client and staff interviews, chart reviews, and other methods of obtaining the information needed.
6. The Vendor(s)'s personnel will possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. The Vendor(s) will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, the Vendor(s) will comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations including compliance with all applicable safety and health requirements as to the Vendor(s)'s employees.
7. Cultural Competency  
The State Department of Mental Health mandates counties to develop and implement a Cultural Competency Plan for Medi-Cal beneficiaries. Policies and procedures and array of services must be culturally and linguistically appropriate. Vendor(s) will be included in the implementation process and shall adhere to cultural competency requirements.

- a. The DBH shall make available technical assistance to Vendor(s) regarding cultural competency requirements.
  - b. The Vendor(s) will make an effort to gather demographic information on its service area for service planning.
  - c. The DBH shall make available cultural competency training for DBH and Vendor(s) personnel. Vendor(s) personnel will be required to attend one cultural competency training per year at a minimum.
  - d. The DBH shall make available annual training for Vendor(s) personnel used as interpreters in threshold languages.
  - e. The DBH shall make available technical assistance for Vendor(s) personnel in translating mental health information into the threshold language(s).
8. Vendor(s) shall coordinate and collaborate with DBH staff and San Bernardino County child placing agencies.
  9. Vendor(s) shall allow DBH staff access to client records.
  10. Vendor(s) shall provide periodic program reports, as required.
  11. Vendor(s) shall cooperate with DBH staff in all matters related to the monitoring of the programs to include annual programs reviews and medical record audits.
  12. Vendor(s) must maintain records according to DBH standards and keep them on file for seven (7) years.

F. Contract Reimbursement

1. Contracts are typically funded annually on a July 1 - June 30, fiscal year basis, or in this case, from the date approved by the Board of Supervisors through June 30, 2005. Funding is subject to availability.
2. Pursuant to a Contract between the County and selected Proposer(s), reimbursement to Vendor(s) for providing the Children's Residential Mental Health Services (RCL 12) Program is limited to the amount allocated to the program contract on an annual basis. Each fiscal year period July 1 through June 30 is accounted for separately with costs and services only for that period. Any unspent fiscal year allocation does not roll over and is not available in future years.
3. The Residential Program Component will be reimbursed via the current standard residential funding streams for RCL 12 residential foster type care and will not be paid for by DBH.
4. In accordance with State of California audit/reimbursement policies, the County shall agree to compensate Vendor for actual costs incurred by Vendor, or actual claimed costs incurred by Vendor in performing the services described in the Contract up to the maximum annual financial obligation of the contract.
5. Contracted Vendor(s) shall bill the County monthly in arrears on claim forms provided by County. Interim payments during the term of the Contract will be

made monthly in arrears and are reconciled to allowable costs at fiscal year-end to Federal and/or State cost reporting accountability subject to the maximum annual financial obligation of the Contract.

6. Not later than 30 days after the fiscal year ends or expiration or termination of a Contract, whichever comes first, unless otherwise notified by County, the Vendor(s) shall provide the County DBH with a complete and correct annual standard State of California Cost Report and a complete and correct State of California Cost Report for Medi-Cal services, when appropriate.

## **V. CONTRACT REQUIREMENTS**

### **A. General**

The Vendors) selected may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

#### **1. Representation of the County**

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

#### **2. Contract Primary Contact**

The Vendor(s) will designate an individual to serve as the primary point of contact for the Contract. Vendor(s) shall notify HSS when the primary contact will be unavailable/out of the office for one (1) or more business days. Vendor(s) or designee must respond to County inquiries within two (2) County business days.

#### **3. Change of Address**

Vendor(s) shall notify the County in writing of any change in mailing address within ten (10) days of the address change.

#### **4. Contract Assignability**

Without the prior written consent of the County, the Contract is not assignable by Vendor(s) either in whole or in part. An attempt by the Vendor to assign or subcontract any performance of the Contract without the expressed written consent of the County will be void and constitute a breach of the Contract.

#### **5. Subcontracting**

Vendor(s) agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the San Bernardino County Human Services System. Any subcontractor shall be subject to the same provisions as Vendor(s). Vendor(s) shall be fully responsible for the performance of any subcontractor.

#### **6. Contract Amendments**

Vendor(s) agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to

writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under a Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of a Contract shall acknowledge the County of San Bernardino as the funding agency and Vendor(s) as the creator of the publication. No such materials or properties produced in whole or in part under a Contract shall be subject to private use, copyright or patent right by Vendor(s) in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to a Contract awarded must be filed with County prior to publication. Vendor(s) shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Vendor(s) agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under a Contract.

9. Conflict of Interest

Vendor(s) shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Vendor(s) shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of a Contract.

This provision shall not be construed to prohibit employment of persons with whom Vendor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Vendor(s) will ensure that staff are knowledgeable on the San Bernardino County Mental Health Plan (MHP) Grievance Procedure (see Attachment C) and ensure that any complaints by recipients are referred to the County in accordance with the procedure.

11. Confidentiality

- a. Vendor(s) shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to, the confidentiality of information requirements in 42 United States Code Section 290 dd-2; Title 42, Code of Federal Regulations part 2; Welfare and Institutions Code Sections 5328 et seq and 14100.2; Sections 11878, 11812, and 11977 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009.
- b. No list of persons receiving services under a Contract shall be published, disclosed, or used for any purpose except for the direct administration of the program or other uses authorized by law that are not in conflict with requirements for confidentiality listed above.
  - 1) Vendor(s) shall require its officers, agents, employees, volunteers and any subcontractor to comply with the applicable provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:
  - 2) All applications and records concerning any individual made or kept by any public officer or agency or Vendor(s) in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the Vendor(s) under a Contract will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
  - 3) No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under a Contract.
  - 4) Vendor(s) agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

12. Records

Vendor(s) shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and



maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy and shall be retained for at least seven years from the date of final payment or final settlement, or until audit findings are resolved, whichever is longer.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

The Vendor(s) shall maintain client records in compliance with all regulations set forth by the State Department of Mental Health and provide access to clinical records by DBH staff.

Vendor(s) shall agree to maintain and retain all appropriate service and financial records for a period of at least seven years, or until audit findings are resolved, whichever is later.

13. Invoices

- a. Vendor(s) shall submit to DBH monthly in arrears and at those times required by County its claims for expenditures incurred the previous month for services provided. County shall supply the Vendor with the necessary claim form.
- b. The amount reimbursed Vendor for services rendered shall not exceed that allowed by State of California audit/reimbursement regulations.
- c. In the event of a reduction of County's allocation from Realignment funds, Vendor agrees to accept a reduction in funding under a Contract not to exceed that percentage reduction made to the County allocation.

14. Licenses and Permits

Vendor(s) will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of a Contract. Vendor(s) will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Vendor(s) shall comply with all applicable state and local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of a Contract.

16. Department of Justice Clearance

Vendor(s) shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a professional license issued by the State of California is sufficient proof.

17. Americans with Disabilities Act

Vendor(s) shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

18. Public Accessibility

Vendor(s) shall ensure that services provided are accessible by public transportation.

19. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under a Contract, notification will be made within one business day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Vendor(s) agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Vendor(s) shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a. Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Vendor(s) and all risks to such persons under the Contract.

If Vendor(s) has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Vendors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be

covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or  
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Vendor(s) shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, Vendors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Vendor(s) shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements above, required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Vendor(s) shall maintain such insurance from the time Vendor(s) commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Vendor(s) shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Vendor(s) agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Vendor(s) in the delivery of services provided under the Contract. Full cooperation shall be given by Vendor(s) in any auditing or monitoring conducted.

Vendor(s) shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Business Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of at least seven years after final payment under the Contract or until all pending County, State and Federal audit findings are completed, whichever is later. Program data shall be retained locally (in the County) and made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Vendor(s) may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

3. Medical Records

- a. Vendor(s) shall agree to maintain and retain medical records according to the following:

The minimum legal requirement for the retention of medical records is:

- 1) For adults and emancipated minors, seven years following discharge (last date of service).
- 2) For unemancipated minors, at least one year after they have attained the age of 18, but in no event less than seven years following discharge (last date of service).
- 3) Vendor(s) agrees to comply with any additional applicable State and Federal requirements.

4. Assistance by Vendor(s)

Vendor(s) shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Vendor(s).

5. Inspection and Independent Audit Provisions

With regard to the services described herein, the County of San Bernardino, or the appropriate audit agency of the State of California, will have the right to audit and inspect all books and records to evaluate the cost, quality, appropriateness and timeliness of services performed.

- a. The audit shall be performed in accordance with OMB Circular A-133 (revised June 24, 1997), Audits of States, Local Governments, and Non-Profit Organizations.
- b. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, 1994 Revision, issued by the Comptroller General of the United States.

Vendor(s) will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

Pursuant to OMB Circular A-133, Vendors expending \$300,000 or more in Federal funds in a year through a Contract with County must have a single or program-specific audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to the County within thirty (30) days of completion, but no later than nine (9) months following the end of the Vendor's fiscal year.

**VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS**

A. Equal Employment Opportunity Program

Vendor(s) agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Vendor(s) shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HSS Contracts Unit.

**B. Civil Rights Compliance**

The Vendor(s) shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HSS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS will supply a sample of the Plan format. The Vendor(s) will be monitored by HSS for compliance with provisions of its Civil Rights Plan.

**VII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**

Pursuant to the Health Insurance Portability And Accountability Act of 1996 (HIPAA), regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Regulations specify requirements with respect to contracts between an entity covered under the HIPAA Privacy Regulations and its Business Associates. A Business Associate is defined as a party that performs certain services on behalf of, or provides certain services for, a Covered Entity and, in conjunction therewith, gains access to individually identifiable health information. Therefore, in accordance with the HIPAA Privacy Regulations, Vendor(s) shall comply with the terms and conditions as set forth in the attached Business Associate Agreement, hereby incorporated by this reference as Attachment D.

**VIII. FORMER COUNTY OFFICIALS**

The Proposer shall provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent its business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of the business. For purposes of this section, "County administrative official"

is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

#### **IX. IMPROPER CONSIDERATION**

The Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **X. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS**

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of

services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

## **XI. CALIFORNIA PUBLIC RECORDS ACT**

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Proposer should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

### **NOTICE**

The data on pages\_\_\_\_\_ of this Proposal response, identified by an asterisk (\*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law.

The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

## **XII. PROPOSAL SUBMISSION**

### **A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addendum (as applicable) and that all aspects regarding this RFP have been satisfied.
2. Proposals must be submitted in the format described below. Proposals are to be prepared in such a way as to provide a straightforward, concise description of



capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. An original, which may be bound, and five unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "**CONFIDENTIAL - CHILDREN'S RESIDENTIAL MENTAL HEALTH SERVICES (RCL 12) HSS RFP 04-01.**"
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.
4. Proposers wishing to request a waiver of the County policy requiring that proposals be submitted on two-sided recycled paper must include such request and reasons on the cover letter of the proposal.

C. Proposal Format

Response to this RFP must be in the form of a proposal package and **the content must be submitted in the following sequence and format:**

1. Cover Page - Submit a letter, on letterhead stationary which reflects the Proposer's legal business name, mailing address, facility address (if different from mailing address), telephone number, fax number and e-mail address. The letter must be signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal and must include the following information:

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- a. A statement that the proposal is submitted in response to the RFP "Children's Residential Mental Health Services (RCL 12), RFP HSS 04-01".
    - b. A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
    - c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
  2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
  3. Statement of Certification - Include the following in this section of the proposal:
    - a. A concise statement of the service proposed *and* the overall cost or cost per transaction proposed **for each fiscal year of any resulting Contract.**
    - b. A statement that the Proposer will provide the services as described in the proposal for the time period July 1, 2004 through June 30, 2005.
    - c. A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
    - d. A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other Vendor or competitor for the purpose of restricting competition.
    - e. A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
    - f. A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
    - g. A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
    - h. A statement that the Proposer, if selected, will comply with all applicable rules, laws, and regulations.
    - i. A list of Former County Officials (as defined in Section VIII) affiliated with the organization. If none, so state.
  4. Proposal Description - A detailed description of the proposal being made, including:
    - a. Proposal shall address but not be limited to all items in Section IV Program Description, Paragraph D Program Requirements.
    - b. Proposal shall include the following:
      - 1) Brief synopsis of the Proposer's understanding of the County's

- needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
- 2) Narrative description of the proposed plan to achieve the program objective and requirements.
  - 3) Detailed plan of activities. This section must include the following information:
    - a) Proposer's business location, accessibility by public transportation and hours of operation.
    - b) Detailed description of the treatment program. Special detail shall be given to a description of the plan to serve priority population of dually diagnosed adolescents with mental health disorders and substance abuse problems.
    - c) Staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members.
    - d) Description of the program's crisis response plan to ensure 24 hours, 7 days per week coverage.
  - 3) Narrative on how the Proposer will meet any Program Considerations as required.
  - 4) Explanation of any assumptions and/or constraints.
5. Statement of Experience - Include the following in this section of the proposal:
- a. Business name of the Proposer and legal entity such as corporation, partnership, etc.
  - b. Provide Articles of Incorporation, bylaws, partnership agreements, including all amendments, unless currently on file with the County of San Bernardino DBH.
  - c. Provide a listing of names and addresses of board of directors, corporate officers or partners.
  - d. Number of years the Proposer has been in business under the present business name, as well as related prior business names.
  - e. A statement that the Proposer has a demonstrated capacity to perform the required services.
  - f. Provide copies of any required licenses or statements or intent to obtain same to include local business licenses and permits, unless currently on file with the County of San Bernardino.
  - g. A statement that the Proposer is an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.

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- h. Experience of principal individuals of the Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
  - i. With respect to Contracts completed during the last five years, which involve similar type projects, show for each such Contract:
    - 1) Date of completion and duration of each Contract.
    - 2) Type of service.
    - 3) Total dollar amount contracted for and amount received.
    - 4) Location of area served.
    - 5) Name and address of agency with which contracted and agency person administering the Contract.
    - 6) If none, so state.
  - h. If any Contract was terminated prior to the original termination date during the last five years, show for each Contract:
    - 1) Date of termination and duration of each Contract.
    - 2) Type of service.
    - 3) Total dollar amount contracted for and amount received.
    - 4) Location of area served.
    - 5) Name and address of agency with which contracted and agency person administering the Contract.
    - 6) Reason for termination.
    - 7) If none, so state.
  - i. With respect to Contracts currently in effect, show the following for each such contract:
    - 1) Date due for completion and duration of Contract.
    - 2) Type of service.
    - 3) Total Contract amount.
    - 4) Location of area served.
    - 5) Name and address of agency with which the organization is currently contracting and agency person administering the Contract.
    - 6) If none, so state.
  - j. Controlling interest in any other firms providing equivalent or similar services. If none, so state.
  - k. Financial interest in other lines of business. If none, so state.

- I. Pending litigation, involving Proposer or any officers, employees, and/or consultants thereof, in connection with Contracts. If none, so state.
  - m. Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
  - n. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
- 6. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.

Any subcontract entered into by the Proposer upon award of a Contract shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Proposer shall be responsible for performance of the subcontractor.

- 7. Audited financial statements - Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

In accordance with CDSS MPP Section 23-610(L), if applicable, submit the most recent and complete three annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be by an independent, certified public accountant.

In accordance with CDSS MPP Section 23-610(m), if applicable, submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must meet the same requirements as audited financial statements described in this RFP.

**Right to Audit** - Submit a signed statement by a duly authorized officer, employee or agent of the organization/firm as to the right of the County, State and Federal governments to audit the prospective Proposer's financial and other records.

8. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
9. Budgets - Proposer must complete the attached Annual Program Budget Detail Sheets (Attachment E1-4) for each fiscal year.

### **XIII. PROPOSAL EVALUATION AND SELECTION**

#### **A. Evaluation Process**

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance. **All requirements listed in Section XII, Proposal Submission are obligatory and failure to comply may eliminate a proposal from consideration.**

#### **B. Evaluation Criteria**

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

- a. The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
- b. Prospective Vendors must meet the requirements stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on an ordinal rating system on the basis of the following criteria:

- a. Cost of service.
- b. Residential Care facilities located in San Bernardino County.
- c. Proposer experience with residential care.
- d. Proposer experience with child and family outpatient services

Selection will be based on determination of which proposal(s) will best meet the needs of the County and the requirements of this RFP.

#### **C. Contract Award**

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

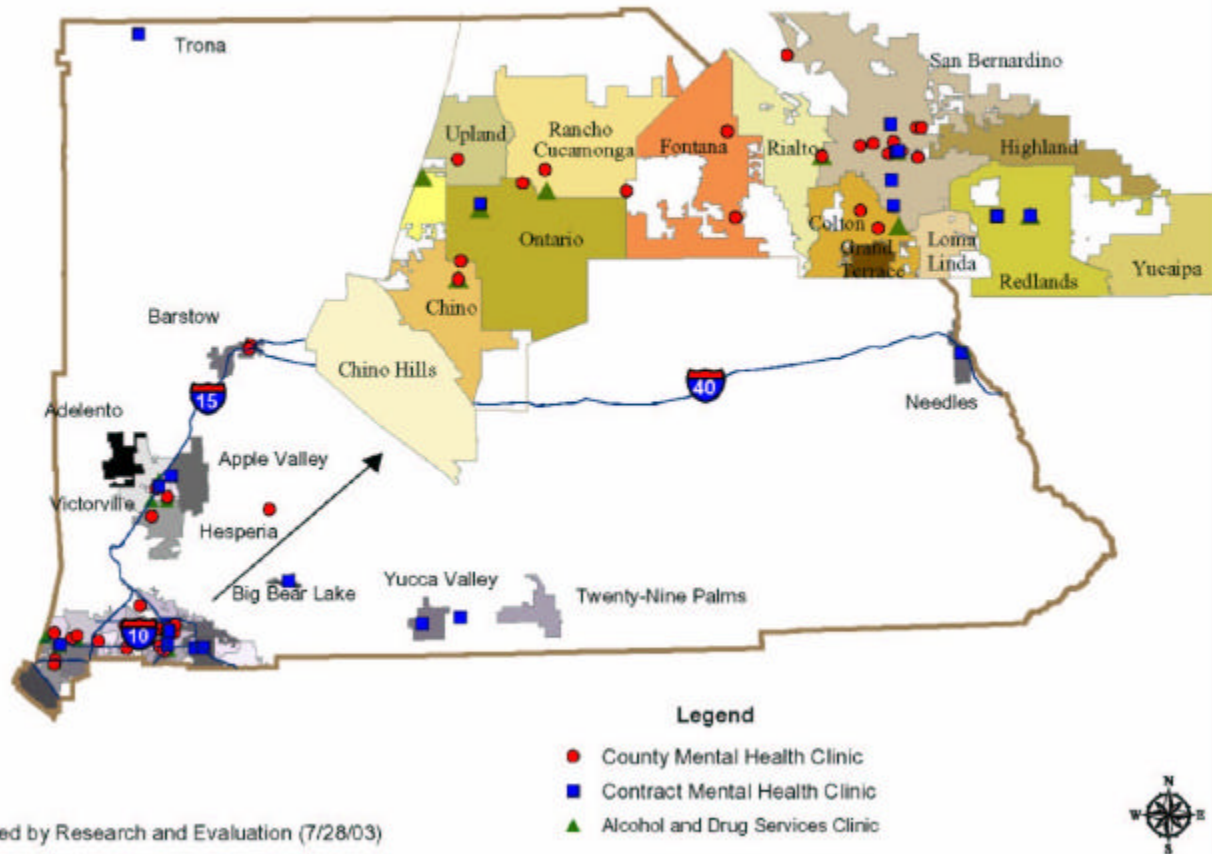
Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator - Human Services System, or designee.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Approval

Any Contract resulting from this RFP will be awarded by final approval of the San Bernardino County Board of Supervisors.

## Behavioral Health Clinics in San Bernardino County





## Outpatient Pre-Authorization Matrix

One of the responsibilities of the local County Mental Health Department is to identify and treat priority target populations and to provide services to individuals who have a severe mental illness or serious emotional disturbance, **“to the extent that resources are available”**.<sup>1</sup> A preauthorization matrix has been developed that delineates the nature of services that are to be delivered to these target populations. The matrix has several components composed of: a financial category, a diagnostic category of two types, GAF scores, and whether the consumer is an adult or a minor.

The preauthorization matrix was developed to identify all populations and establish treatment priorities and types (this takes into account both general effectiveness, cost efficiency, acuity, and risk), maximization of revenue or cost reductions, and an intention to provide some level of response, however minimal, to all groups. The pre-authorization matrix was developed to provide for an array of services the Contractor can make available to consumers. The purpose of TAR forms is to allow for those exceptional situations, through a formal process, that are high risk and require brief individual therapy or Intensive Day Treatment. Rehab/ADL services, assessments, evaluations, and case management are all services that are delivered to consumers individually within the framework of the matrix and do not require a TAR. In the case of intensive day treatment, which is offered and available, the State is requiring a TAR; however once approved individual services can be provided as part of the day treatment program. The response to the TAR by the Access Unit will provide the final administrative review. This process will replace the SPARS system.

On a practical level the matrix is to be used as a triage tool used by clinical staff in the process of assessing consumers and determining what services are to be delivered to consumers as they enter the system. This serves to facilitate what services can be offered and the development of treatment plans with consumers by considering all relevant factors.

In addition, the matrix is a tool to provide guidance in assessing the services provided to existing consumers. Clinic Supervisors and lead clinical staff will use the matrix to work with service staff to review caseload compliance with the matrix. It is important to note that this matrix puts into form the substance of DBH's policy on priority populations and services that can be provided. Any questions or issues can be addressed to the immediate supervisor or to the Access Unit.

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<sup>1</sup> The Bronzan-McCorquodale Act 1991

DBH and Contractor staff agree to work cooperatively to target support services to those consumers who are:

1. Severely and persistently mentally ill adults;
2. Those recently discharged from an acute care hospital;
3. Children who have severe emotional or behavioral problems and substantial impairment in functioning.

DBH will closely monitor the impact of these efforts to accommodate budget constraints.

San Bernardino County Department of Behavioral Health	Outpatient Pre-Authorized Services							
	Adult				Child			
	Type I Diagnosis		Type II Diagnosis		Type I Diagnosis		Type II Diagnosis	
	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50	GAF < 50	GAF > 50
<b>Medi-Cal or Medi-Medi</b>	Day Tx, Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed, Walk-In Clinic (single svc tx)	Group, MH Ed, FFS Referral (ref to health plan for meds), Walk-In Clinic (single svc tx)	Meds, Ind., Family, Group, CM, Parent Ed, Crisis	Meds, Ind. Family, Group, CM, Parent Ed, Crisis	Meds, Ind., Family, Group, CM, Parent Ed, Referral to FFS, Crisis	Ind., Family, Group, Parent Ed, Referral to FFS, Crisis
<b>Healthy Families</b>	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Meds, Ind., Family, Group, Parent Ed	Ind., Family, Group, Parent Ed
<b>Medicare Only</b> (must follow all Medicare procedures and restrictions)	Ref to Part. Hosp., Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing assistance, employment assistance	Meds (ref to health plan after stabilization), Group, Rehab, CM, MH Ed ref to FFS, Walk-In Clinic (single svc tx)	Refer to private sec. (ref to health plan for meds), MH Ed, Walk-In Clinic (single svc tx)	Same as Indigent	Same as Indigent	Same as Indigent	Same as Indigent
<b>AB2726</b>	Not applicable	Not applicable	Not applicable	Not applicable	Meds, Ind., Group, CM, Parent Ed	Meds, Ind., Group, CM, Parent Ed	Ind., Group, Parent Ed, CM	N/A
<b>Indigent</b>	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds, Group, Fam Ther, Rehab, CM, MH Ed, Clubhouse, self-help, housing or employment assistance	Meds (ref to MIA after stabilization), Group, Rehab, MH Ed, Walk-In Clinic (single svc tx)	(Ref to MIA for meds), Group, MH Ed, Walk-In Clinic (single svc tx)	Meds, Ind., Group, CM, Parent Ed (for child's parent)	Meds, Group, Parent Ed (for child's parent)	Group, CM, Parent Ed (for child's parent)	Ref to faith based/non-profit, MH Ed
<b>Private Insurance</b>	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider	Ref to ins. provider; if not insured, serve as indigent (DBH is provider of last resort)	Ref to insurance provider	Ref to insurance provider	Ref to insurance provider
<b>Out-of-County</b>	Not applicable	Not applicable	Not applicable	Not applicable	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS	If Medi-Cal, same as Medi-Cal or ASO referral to FFS	ASO referral to FFS
<b>CalWORKs</b>	Refer to clinic as Medi-Cal	Max 6 months of Ind., Group, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of meds, Group, Rehab, MH Ed or emp. Support (after 6 mos. serve as Medi-Cal)	Max 6 months of Group, MH Ed or emp. support (after 6 mos. serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)	Not applicable (serve as Medi-Cal)
<b>SAMSHA</b> (must have co-existing ADS diagnosis)	Day Tx, Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, A/D Tx, housing or emp. assistance	Meds, Group, Rehab, CM, MH Ed, Clubhouse, self-help, ref to Alanon, DDA, AD Tx, housing or emp. assistance	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable

**NOTES:** (1) If services not pre-authorized by this Guide are needed for a particular client, a TAR must be individually submitted by the clinic supervisor to the Access Unit for approval; however, clients eligible for grant-funded services will receive services as specified by the grant. (2) TBS services must always be pre-authorized by CSOC. (3) Any self-declared crisis will be seen and evaluated regardless of other factors.

## Type I Diagnoses (Serious Mental Illness)\*

295.10	Schizophrenia, Disorganized Type
295.20	Schizophrenia, Catatonic Type
295.30	Schizophrenia, Paranoid Type
295.40	Schizophreniform Disorder
295.60	Schizophrenia, Residual Type
295.70	Schizoaffective Disorder
295.90	Schizophrenia, Undifferentiated Type
296.0x	Bipolar I Disorder, Any Subtype
296.2x	Major Depressive Disorder, Single Episode
296.3x	Major Depressive Disorder, Recurrent, Any Subtype except "in Full Remission"
296.4x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.5x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.6x	Bipolar I Disorder, Any Subtype except "in Full Remission"
296.7	Bipolar I Disorder, Most Recent Episode Unspecified
296.80	Bipolar Disorder NOS
296.89	Bipolar II Disorder
297.1	Delusional Disorder
298.8	Brief Psychotic Disorder
298.9	Psychotic Disorder NOS
300.01	Panic Disorder Without Agoraphobia
300.21	Panic Disorder With Agoraphobia
300.3	Obsessive-Compulsive Disorder
301.22	Schizotypal Personality Disorder
313.81	Oppositional Defiant Disorder
314.0x	Attention-Deficit/Hyperactivity Disorder, Any Subtype

## Type II Diagnoses (Not Serious Mental Illness)\*

296.90	Mood Disorder NOS
300.00	Anxiety Disorder NOS
300.02	Generalized Anxiety Disorder
300.23	Social Phobia
300.29	Specific Phobia
300.4	Dysthymic Disorder
301.6	Dependent Personality Disorder
300.81	Somatization Disorder
301.82	Avoidant Personality Disorder
301.83	Borderline Personality Disorder
307.46	Sleep Terror Disorder
307.47	Nightmare Disorder
309.0	Adjustment Disorder With Depressed Mood
309.21	Separation Anxiety Disorder
309.2x	Adjustment Disorder
309.3	Adjustment Disorder With Disturbance of Conduct
309.4	Adjustment Disorder With Mixed Disturbance of Emotions and Conduct
309.81	Posttraumatic Stress Disorder
309.9	Adjustment Disorder Unspecified
310.1	Personality Change Due to...[Indicate the General Medical Condition]
311	Depressive Disorder NOS
312.30	Impulse-Control Disorder NOS
312.34	Intermittent Explosive Disorder
312.9	Disruptive Behavior Disorder NOS

**\*NOTE: This list does not contain all diagnoses in the DSM-IV-TR.**

## Global Assessment of Functioning (GAF) Scale (DSM - IV Axis V)

**Note:** This version of the GAF scale is intended for DBH and DBH Contractor use only. Although it is based on the clinical scale presented in the DSM - IV, this summary lacks the detail and specificity of the original document. The complete GAF scale of the DSM - IV should be consulted for diagnostic use. This is a GUIDE only.

Code	Description of Functioning
91 - 100	Person has <b>no problems</b> OR has superior functioning in several areas
81 - 90	Person has <b>few or no symptoms</b> . Good functioning in several areas. No more than "everyday" problems or concerns.
71 - 80	Person has symptoms/problems, but they are <b>temporary, expectable reactions to stressors</b> . There is no more than slight impairment in any area of psychological functioning.
61 - 70	<b>Mild symptoms in one area</b> OR difficulty in one of the following: social, occupational, or school functioning. BUT, the person is generally functioning well and has meaningful interpersonal relationships.
51 - 60	<b>Moderate symptoms</b> OR moderate difficulty in one of the following: social, occupational, or school functioning.
41 - 50	<b>Serious symptoms</b> OR serious impairment in one of the following: social, occupational, or school functioning.
31 - 40	<b>Some impairment in reality testing</b> OR impairment in speech and communication OR serious impairment in several of the following: occupational or school functioning, interpersonal relationships, judgment, thinking, or mood.
21 - 30	<b>Presence of hallucinations or delusions which influence behavior</b> OR serious impairment in ability to communicate with others OR serious impairment in judgment OR inability to function in almost all areas.
11 - 20	There is <b>some danger of harm to self or others</b> OR occasional failure to maintain personal hygiene OR the person is unable to appropriately communicate with others (e.g., incoherent, mute, or bizarre)
1 - 10	<b>Persistent danger of harming self or others</b> OR persistent inability to maintain personal hygiene OR person has made a serious attempt at suicide.

## San Bernardino County Mental Health Plan (MHP) Grievance Procedure

### BENEFICIARY COMPLAINTS, APPEALS AND/OR GRIEVANCES

Title 9 of the California Code of Regulations requires that the MHP and its fee-for-service providers give verbal and written information to Medi-Cal beneficiaries regarding the following:

- How to access specialty mental health services
- How to file a complaint or grievance about services
- How to request a Second Opinion or a State Fair Hearing at any time and for any reason

The MHP has developed a *Consumer Guide*, a beneficiary rights poster, a complaint/grievance form, Second Opinion form, and Request For Change of Provider Form. All of these beneficiary materials must be posted in prominent locations where Medi-Cal beneficiaries receive outpatient specialty mental health services, including the waiting rooms of providers' places of service.

**Please note that all fee-for-service providers are required to give their clients copies of all current beneficiary information annually at the time their treatment plans are updated.**

Provided below is additional information about the complaint and grievance process.

#### COMPLAINTS (Verbal)

A complaint is a verbal expression of the client's concerns or problems. Clients are encouraged to discuss issues and concerns regarding their mental health services directly with their provider(s). Beneficiary complaints (or complaints by families, legal guardians, or conservators of clients) may be directed to the provider, to the Access Unit, and/or to the Department's Patients' Rights Office.

#### GRIEVANCES BY CLIENTS (Written)

A grievance is a written statement of the client's concerns or problems. The client has the right to use the grievance process at any time before, during, or after the complaint resolution process has begun. Grievance forms, as well as envelopes already addressed to the Access Unit, must be available at all providers' offices in locations where the client may obtain them without making a verbal request. If they have questions regarding the grievance process, clients may contact their providers, the Access Unit, or the Office of Patients' Rights.

There are two levels of review in the grievance process. In the first level, the client's grievance is reviewed and a decision is made by the Access Unit Clinic Supervisor within 30 calendar days of the receipt of the grievance. If the client is not satisfied with the result of the first level of review, the client may send the grievance to the Program Manager of the Centralized Treatment Division (C/O the Access Unit). The client's grievance will be reviewed and a decision made by the Program Manager within 30 calendar days of its receipt.

#### REQUEST FOR A SECOND OPINION

If the client receives a Notice of Action letter which denies, reduces or terminates mental health services, the client may complete a Request for a Second Opinion form and give it either to the provider or send it directly to the Access Unit. The client may also request a Second Opinion form by telephoning the Access Unit. The client's request will be reviewed by the Access Unit Clinic Supervisor, and a decision will be made within seven (7) calendar days of its receipt.

#### REQUEST FOR A STATE FAIR HEARING

Medi-Cal beneficiaries may request a State Fair Hearing at any time before, during, or within 90 days of the completion of, the MHP's beneficiary problem resolution process. The client also has the right to request a State Fair Hearing whether or not the client uses the problem resolution process, and whether or not the client has received a Notice of Action. If the client is currently receiving mental health services and has received a Notice of Action letter which denies, reduces or terminates those services, and if the client requests a State Fair Hearing within 10 days of receipt of the Notice of Action, it may be possible to maintain the same level of services pending the outcome of the State Fair Hearing.

To request a State Fair Hearing, the client should call or write to:

Public Inquiry and Response  
 744 "P" Street, M.S. 16-23  
 Sacramento, CA 95814  
 Telephone: (800) 952-5253  
 TDD: (800) 952-8349

## ADDITIONAL POINTS

1. At any time during the complaint, grievance, second opinion, or State Fair Hearing process, the client may authorize a person to act on his or her behalf, to use the complaint/grievance resolution process on his or her behalf, or to assist him or her with the process.
2. Filing a complaint or a grievance will not restrict or compromise the client's access to mental health services.
3. At any time during the complaint/grievance process, the client may contact the Access Unit at (888) 743-1478 or the Patient's Rights' Office at (800) 440-2391 for assistance.

## COMPLAINTS/GRIEVANCES REGARDING PROVIDERS AND SERVICES

Complaints or grievances by clients about providers or mental health services may be made to the Access Unit or to the Patients' Rights Office. Complaints and grievances will be reviewed and investigated by the appropriate office within the Department of Behavioral Health, and the issues contained therein will be reviewed by the Quality Improvement Committee. Providers cited by the beneficiary or otherwise involved in the grievance process will be notified of the final disposition of that grievance.

Concerns of the Department of Behavioral Health regarding a provider's possible unprofessional, unethical, incompetent, or breach-of-contract behavior will be investigated by the Patients' Rights Office or other department, by appropriate state licensing authorities, or by the Quality Improvement Committee. In extreme cases, in which client safety is at risk, the Director may suspend the provider's credentialed status while an investigation proceeds.

Providers will prominently display and make available printed materials which announce and explain the complaint, grievance, Second Opinion and State Fair Hearing processes without the beneficiary's having to make a verbal or written request for these materials. The Department of Behavioral Health has the *Consumer Guide* and poster in the two threshold languages. ***Any complaint or grievance which a provider receives from a beneficiary should be forwarded to the Access Unit immediately.***

## PROVIDER PROBLEM RESOLUTION AND APPEAL PROCESS

### COMPLAINTS (verbal)

Provider complaints regarding the system-of-care structure and procedures may be directed verbally or in writing to the Access Unit Supervisor, who may be able to resolve or explain the issue.

When a provider complaint concerns a denied or modified request for payment authorization, or the processing or payment of a provider's claim, the provider has a right to access the Provider Appeal Process at any time before, during, or after the Provider Problem Resolution Process has begun.

### APPEALS/GRIEVANCES (written)

In response to a denied or modified request for payment authorization, or a dispute concerning the processing or payment of a claim, a provider may make use of the written Provider Appeal Process. The written appeal must be sent to the Access Unit Supervisor within 90 calendar days of the date of receipt of the non-approval of payment or within 90 calendar days of the MHP's failure to act on a request.

The Program Manager or designee will communicate a response to the provider within 60 calendar days of receipt of the appeal, including a statement of the reasons for the decision that addresses each issue raised by the provider, and any action required by the provider to implement the decision. If applicable, the provider shall submit a revised request for MHP payment authorization within 30 calendar days from receipt of the MHP's decision to approve the payment authorization request.

If the Program Manager does not respond to the appeal within 60 calendar days of receiving it, the appeal shall be considered denied.

**BUSINESS ASSOCIATE AGREEMENT**

Except as otherwise provided in this Agreement, VENDOR, hereinafter referred to as BUSINESS ASSOCIATE, may use or disclose Protected Health Information to perform functions, activities or services for or on behalf of the COUNTY OF SAN BERNARDINO, hereinafter referred to as the COVERED ENTITY, as specified in this Agreement and in the attached Contract, provided such use or disclosure does not violate the Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. 1320d et seq., and its implementing regulations, including but not limited to, 45 Code of Regulations Parts 160, 162, and 164, hereinafter referred to as the Privacy Rule.

**I. Obligations and Activities of Business Associate.**

- A. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
- B. Business Associate shall implement administrative, physical, and technical safeguards to:
  - 1. Prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  - 2. Reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- C. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- D. Business Associate shall report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- E. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, shall comply with the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- F. Business Associate shall provide access to Protected Health Information in a Designated Record Set to Covered Entity or to an Individual, at the request or direction of Covered Entity and in the time and manner designated by the Covered Entity, in order to meet the requirements of 45 CFR 164.524.
- G. Business Associate shall make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526, in the time and manner designated by the Covered Entity.
- H. Business Associate shall make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, and/or to the Secretary for the U.S. Department of Health and Human Services, in a time and manner designated by the Covered Entity or the



- I. Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- J. Business Associate shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- K. Business Associate shall provide to Covered Entity or an Individual, in time and manner designated by the Covered Entity, information collected in accordance with provision (I), above, to permit Covered Entity to respond to a request by the Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- L. Upon termination of this Agreement, Business Associate shall return all Protected Health Information required to be retained (and return or destroy all other Protected Health Information) received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. In the event the Business Associate determines that returning the Protected Health Information is not feasible, the Business Associate shall provide the Covered Entity with notification of the conditions that make return not feasible.

**II. Specific Use and Disclosure Provisions.**

- A. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- B. Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- C. Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).
- D. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 42 CFR 164.502(j)(1).

**III. Obligations of Covered Entity.**

- A. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- B. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- C. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

**IV. General Provisions.**

- A. Remedies. Business Associate agrees that Covered Entity shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which Covered Entity may have at law or in equity in the event of an unauthorized use or disclosure of Protected Health Information by Business Associate or any agent or subcontractor of Business Associate that received Protected Health Information from Business Associate.
- B. Ownership. The Protected Health Information shall be and remain the property of the Covered Entity. Business Associate agrees that it acquires no title or rights to the Protected Health Information.
- C. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- D. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- E. Interpretation. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule.

**Proposed Annual Program Budget Detail  
for Staff and Benefits for**

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**FY 04/05**

	Name	Title of Position	Hrs Weekly	FTEs	Mo Salary per FTE	Annual Salary
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						
<b>7</b>						
<b>8</b>						
<b>9</b>						
<b>10</b>						
<b>11</b>						
<b>12</b>						
<b>13</b>						
<b>14</b>						
<b>15</b>						
<b>16</b>						
<b>17</b>						
<b>18</b>						
<b>19</b>						
<b>20</b>						
	Totals					
	Total Annual Salaries (Transfer Total to Attachment E4)					
	Total Annual Benefits (Transfer Total to Attachment E4)					

**Proposed Annual Program Budget Detail  
for Staff and Benefits for**

**FY 05/06**

	Name	Title of Position	Hrs Weekly	FTEs	Mo Salary per FTE	Annual Salary
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						
<b>7</b>						
<b>8</b>						
<b>9</b>						
<b>10</b>						
<b>11</b>						
<b>12</b>						
<b>13</b>						
<b>14</b>						
<b>15</b>						
<b>16</b>						
<b>17</b>						
<b>18</b>						
<b>19</b>						
<b>20</b>						
	Totals					
	Total Annual Salaries (Transfer Total to Attachment E4)					
	Total Annual Benefits (Transfer Total to Attachment E4)					

**Proposed Annual Program Budget Detail  
for Staff and Benefits for**

**FY 06/07**

	Name	Title of Position	Hrs Weekly	FTEs	Mo Salary per FTE	Annual Salary
<b>1</b>						
<b>2</b>						
<b>3</b>						
<b>4</b>						
<b>5</b>						
<b>6</b>						
<b>7</b>						
<b>8</b>						
<b>9</b>						
<b>10</b>						
<b>11</b>						
<b>12</b>						
<b>13</b>						
<b>14</b>						
<b>15</b>						
<b>16</b>						
<b>17</b>						
<b>18</b>						
<b>19</b>						
<b>20</b>						
	Totals					
	Total Annual Salaries (Transfer Total to Attachment E4)					
	Total Annual Benefits (Transfer Total to Attachment E4)					

**Proposed Annual Budget Costs  
for  
July 1, 2004 - June 30, 2007**

**Total Contract Summary of Program Costs:**

	<u>7/1/04 – 6/30/05</u>	<u>7/1/05-6/30/06</u>	<u>7/1/06-6/30/07</u>
A. Program Salaries/Costs	_____	_____	_____
B. Program Benefits Costs	_____	_____	_____
C. Program Services and Supplies Costs	_____	_____	_____
D. Administrative Costs	_____ %__	_____ %__	_____ %__
E. Total Program Costs	_____	_____	_____
F. Cost per consumer, per day	_____	_____	_____